MOTION TO EXCLUDE REAL PROPERTY AND MORTGAGE FROM BANKRUPTCY

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Case 6:25-bk-11843-SY Doc 86 Filed 12/07/25 Entered 12/08/25 09:01:17 Desc Main Document Page 1 of 13

STATEMENT OF FACTS:

- Jean Baranowski is the rightful owner of the property commonly known as, 107
 Cachanilla Court, Palm Desert, CA 92260 (the "Property"), the legitimate borrower of the mortgage loan (page 1a) acquired in July 2006
- 2. July 5, 2006 (Baranowski) signed closing documents at escrow, these documents included a Promissory Note. The Deed of Trust **EXHIBIT 1**(contract to secure an indebtedness) encumbering the property at 107 Cachanilla Court, Palm Desert, Ca 92260 (the "Property") ,was recorded lien at the Riverside recorder's office July 14,2006 as instrument #2006-0515643 Both documents were sent to IndyMac Bank, F.S.B., Charted Savings Bank the Original Lender (owner) of Jean Baranowski loan for \$645,000 Indymac F S B not named on Jean Baranowski's note,(payable to) Both documents imaged in IndyMac image system The documents were registered with Mers Inc. Deutsche Bank National Trust Company
- 3. Jean Baranowski's Promisary Note ("Note") has an incomplete stamping on the Note itself from IndyMac Bank, F.S.B., signed by Cynthia Prees as Assistant Vice President, made payable to an as of yet unnamed payee.
- 4. For 20 years Baranowski payments were made to One West Bank as server, then to Ocwen Loan Servicing LLC and by 2018 to Phh Mortgage (statement) Deutsche National Bank Servicer Baranowski was never notified about a new lender as by 2008 IndyMac went bankrupt dissolved 2009. Baranowski wrote a letter to the Gov. OTC to find out where my loans were One West Bank responded Baranowski Loan ("Debt") was Securitized (however not done properly in accordance with the PSA Pool Service Agreement EXHINIT ...formed 9/1/2006 as had explained to the court) and Baranowski's NOTE, DOT and payment stream("THE DEBT) was Sold to the trust ("The Debt") identified in the IndyMac INDX Mortgage Loan Trust 2006-FLX01 ("INDX 2006-FLX1Trust pooled(commingled with other monies) in IndyMac MBS: INDX 2006-FLX1 (DB) Deutsche Bank National Trust Company as server .The Trust closed September 28,2006 EXHIBIT 2 SEC 8-K
- 5. On or about 2019 Baranowski payments increase to \$6,000 p/m the 1st and a HELOC \$129,000 securitized loan 2nd (Arm) Indymac gave Baranowski a 2nd second under duress she did MOTION TO EXCLUDE REAL PROPERTY AND MORTGAGE FROM BANKRUPTCY

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not ask for nor apply for Indymac maxed out all Baranowski equity 100% predatory lending causing me undue financial hardship by 2019 Baranowski could not sustain the payments any longer was unable to sell the house it(was underwater since 2006 I mailed Deutsche Bank CEO/VP said to take the house back (2,000 was Covet) PHH/Deutsche Bank would not and gave me a loan Modification instead I did not want that got me further into financial hardship By December 2020 I rented my home out to my real estate agent who hijacked my house would not let me back in my house they stopped paying rent and my house went into default. The renters Taurean Wright refused to pay the rent instead took my rent money (that's theft) and acquired my house through a in a fraudulent foreclosure on the 2nd leaving me a senior citizen on the street. It was when Baranowski was in default she discovered Deutsche Bank now "owner" of the1st and the 2nd Baranowski hired a mortgage investigator years r only to uncover the horror of the history of her home loans and having made payments to an unknow payee (lender) for years and, about the 2018 fraudulent assignment only to discover Deutsche Bank was not the secured creditor of my 1st in addition Abundant Investments were not the holder and beneficial interest of my second lien identified in a 2007 HI trust EXHIBIT TSG Baranowski verified its findings with the Title company who will testify if called upon) That 2nd trust closed March 14, 2007

Attached Exhibit A (??? pages) supports the fact.s 7 INDENTANT REASONS Legal Bases

The 2018 Assignment to Deutsche Bank 1st lien is VOID (no notarial seal, robo-signing assignment transferred 12 years later legally impossible (Glaski v. Bank of America (2013) 218 Cal.App.4th 1079) — **12 years late**.(Doc84 filed with BK court 11/24/2025 Deutsche Bank is not the Secured Creditor

2. The **second Deed of Trust (HELOC)** was obtained by **fraud and duress** on October 12, 2006 — notary forced signature without reading, refused to leave until signed, immediate asked to cancel cancellation ignored — **void ab initio** (Civ. Code §§ 1567, 1689(b)(1)).

The second lien was **securitized identified in the IndyMac 2007-H1 trust EXHIBIT (TSG #...) Trust closed March 14,2007** — any attempt to transfer it after that date is **VOID** (Glaski v. Bank of America (2013) 218 Cal.App.4th 1079) **15 years late**

4. No public record of the 2nd lien ever being assigned to Deutsche Bank Break in the chain of title (TSG) ZBS issue noted page 9 respondents appeal brief EXHIBIT,,,,, Without a recorded assignment, no one after IndyMac had power of sale (Civ.Code § 2932.5). Abundant Investments wrongful forclosue.

- 5. The Substitution of Trustee is VOID (Washington notary, (CA Gov.Code § 8202) notary must be in CA-commissioned for CA real property compliance issue), SOT no authority) executed by Abundant Investments which never had title)
- ZBS Law's own TSG Sch A Trustee Sale Guarantee admits reliance on the void assignment. Never verified void assignments foreclosed anyway.
- 7. Debtor acquired title through a **void foreclosure sale** in September 2023.

Property obtained by fraud is **not property of the estate** (11 U.S.C. § 541; In re Rodeo Creek Ltd. P'ship, 977 F.2d 592 (9th Cir. 1992)).Att

Both liens are VOID Deutsche Bank Is not the Secured Creditor and Tureens title is worthless Judge made it clear Taurean is not the borrower It is illegal and a violation of Baranowski rights to be allowed to sell the property and pay off Baranowski Loan This action is baseless act and constitutes an abuse of process

because:

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- The 2018 Assignment to Deutsche Bank is VOID (no notarial seal, executed 12 years after trust closing, robo-signed);
- The 2023 foreclosure sale is VOID (void SOT, void underlying assignment);
- Deutsche Bank therefore has **no enforceable lien** and is prohibited from any further collection or foreclosure activity.

REQUESTED RELIEF:

- · Remove the property and loan from this Bad faith Bankrupysy
- Declare the automatic stay inapplicable;
- Set for shortest time or rule on papers.
- Declare that Deutsche Bank National Trust Company has no enforceable lien and is permanently enjoined from any further foreclosure or collection activity on the property.

Dated: December 05, 2025

JEAN BARANOWSKI

Creditor In Pro Per

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MOTION TO EXCLUDE REAL PROPERTY AND MORTGAGE FROM BANKRUPTCY

Jean Baranowski, 78365 Highway 111 #123 La Quinta CA 92253 support@moneywiser.com

December 5, 2025

Rod Daniels, Chapter 13 Trustee 3685 Main Street, Suite 300 Riverside, CA 92501 kadockery@ch13kad.com

Re: Case No. 6:25-bk-11843-WJ - Taurean Eugene Wright

Subject Property: 107 Cachanilla Court, Palm Desert, CA 92260

Dear Trustee Rod Daniels

The 2023 foreclosure sale is VOID. Creditor has filed a Motion to Remove property from the Estate and Objection to Confirmation tonight (see attached page Exhibit A proving blank-seal assignment, expired notary, Washington notary, robo-signer, and ZBS admission).

The property is not estate property.

I am the owner of the above property. The debtor obtained title through a non-judicial foreclosure that is based on a **facially void** assignment recorded in 2018 (Instrument No. 2018-0401195) that contains **no physical notarial seal** and was executed **twelve years** after the REMIC trust closed (see attached filing with the court 11/24/2025 Exhibits attached).

Despite the foreclosure, the loan servicer PHH continues to report the mortgage **in my name only** and is reporting it as "included in bankruptcy" and you have been accepting post-petition payments from Mr. Wright who clearly swore before the Trustee at the creditors meeting there was no loan on the property. Furthermore the Judge clearly explained at a prior hearing the Trustee attended that <u>Taurean Wright is not the Borrower</u> Attached are my most recent statements (still addressed solely to Jean Baranowski) showing NSF notations and the bankruptcy flag. My credit report is showing multiple late notations As a direct result, my credit score has dropped **45 points**, I have been denied credit, and I am suffering ongoing severe financial and emotional harm.

Property obtained through a void foreclosure is **not property of the estate** (11 U.S.C. § 541; In re Rodeo Creek Ltd. P'ship, 977 F.2d 592 (9th Cir. 1992)). Acceptance and disbursement of mortgage payments on non-estate property, and allowing the servicer to report those payments (and late or NSF) against my credit, violates 11 U.S.C. §§ 541, 1322(b)(2), and the Fair Credit Reporting Act (15 U.S.C. § 1681s-2)

Furthermore, Please find an asset of Mr Wright he did no include in his t include in his BK

Invading paying his creditors

Please immediately:

1. Exclude it from the estate (11 U.S.C. § 541);

2. Cease accepting payments on Creditor's loan; 3. Abandon the property under 11 U.S.C. § 554.

Thank you.

Jean Baranowski

The property is not estate property.



Facsimile Transmission

To: BARANOWSKI, JEAN

Company:

Fax: 888-309-2856

Phone:

From:

Fax:

Phone:

Fax ID: MCA4A1FE3E30988

NOTES:

EXBHBITS

Date:

July 5, 2006

Loan #



FLEX PAY ADJUSTABLE RATE NOTE

(LIBOR One-Year Index (As Published In The Wall Street Journal) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

July 5, 2006

RIVERSIDE

California

[Date]

[City]

[State]

107 CACHANILLA COURT, PALM DESERT, CA 92260

[Property Address]

(1.

BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 645,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on September 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

INDYMAC BANK, F.S.B., P.O. BOX 78826, PHOENIX, AZ

85062-8826

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$. This amount is a fifty and NO/1000ths percent (50.00 %) reduction of the payment amount that will be sufficient to repay the unpaid principal in full on the Maturity Date in substantially equal installments at the interest rate set forth in Section 2. This amount may change.

(C) Payment Changes

My monthly payment will remain the same until september 1, 2009, the month after the first Change Date, and will not change again until after I have made my 120th scheduled monthly payment unless it is required to change in accordance with Section 4(F) below.

MIN: 100055401237576667

IndyMac Bank Flex Pay 3/1 LIBOR Adjustable Rate Note - Multistate 8480981 (0602)

Form 5606

VMP Mortgage Solutions, Inc.

Initia B

1931

2/06

Page 1 of 5





Recording Requested By First American Title Company

Riverside Resale Recording Requested By:

INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT

[Company Name]

[Company Name]

And When Recorded Mail To: INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT

[Name of Natural Person] BLDG B, 901 E 104TH ST, SUITE 400/500

[Street Address]

KANSAS CITY, MO 64131

[City, State Zip Code]

[Space Above TI

DOC # 2006-0515643 07/14/2006 08:00A Fee:72.00 Page 1 of 22

Recorded in Official Records County of Riverside Larry W. Ward

County Clerk & Recorder Assessor .

123757666-10 7/24/06 84

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A	R		_		COPY	LONG	REFUND	NCHG	EXA

DEED OF TRUST

MIN: 100055401237576667

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

"Security Instrument" means this document, which is dated together with all Riders to this document.

July 5, 2006

"Borrower" is JEAN BARANOWSKI A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

. Borrower is the trustor under this Security Instrument.

"Lender" is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK (C)

organized and existing under the laws of Federal Savings Bank Lender is a 155 NORTH LAKE . Lender's address is United States of America AVENUE, PASADENA, CA 91101

- FIRST AMERICAN TITLE INSURANCE CO. (D) "Trustee" is
- "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as (E) a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Loan No: 123757666

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

-THE COMPLIANCE SOURCE, INC.www.compliancesource.com

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MERS Modified Form 3005 01/01 14301CA 80800

C 2000. The Compliance Source, Inc.





		10 W 12 W 12 W 12 W 13 W 13 W 13 W 13 W 13		July	5, 2006	. The Note
(F)	"Note" means the promissory of Borrower owes Lender	note signed by Borrower six hundred fort	y live upusa	nd and	NO/100ths	
			Do	ollars (U.S	\$ 645,000.	00)
plus inter	rest. Borrower has promised to August 1, 2036	pay this debt in regula	r Periodic Payments	s and to p	ay the debt in fu	il not later than
(G)	"Property" means the property	y that is described below	under the heading	"Transfer	of Rights in the	Property."
(H) Note, and	"Loan" means the debt eviden d all sums due under this Secur	ced by the Note, plus in ity Instrument, plus inte	terest, any prepaymo rest.	ent charge	es and late charge	s due under the
(I) be execu	"Riders" means all Riders to need by Borrower [check box as	this Security Instrument applicable]:	t that are executed b	y Borrow	ver. The following	ng Riders are to
	Adjustable Rate Rider	Condominium R	tider	Sec	cond Home Rider	•
	Balloon Rider	Planned Unit De	evelopment Rider	Biv	weekly Payment	Rider
	1-4 Family Rider	Revocable Trus	Rider			
	Other(s) [specify]					
					2009	- T
(J) administ	"Applicable Law" means all trative rules and orders (that ha	controlling applicable ve the effect of law) as v	federal, state and leading as all applicable	local stati e final, no	ites, regulations, n-appealable judi	cial opinions.
(K) are impo	"Community Association Do osed on Borrower or the Proper	nes, Fees, and Assessmity by a condominium as	ents" means all due sociation, homeown	es, fees, as ters assoc	ssessments and o lation or similar o	ther charges that organization.
so as to	"Electronic Funds Transfer paper instrument, which is initi order, instruct, or authorize a fut-of-sale transfers, automated ted clearinghouse transfers.	ated through an electron	ic terminal, telepho hit or credit an acco	nic instru ount. Suc	ment, computer, h term includes, l	or magnetic tape
(M)	"Escrow Items" means those	items that are described	I in Section 3.			
the Prot	"Miscellaneous Proceeds" nother than insurance proceeds porty; (ii) condemnation or other processentations of, or omission	aid under the coverages or taking of all or any pa	s described in Section and of the Property; (on 5) for: iii) conve	(1) damage to, (or destruction of,
(O)	"Mortgage Insurance" mean	ns insurance protecting I	Lender against the n	onpaymen	nt of, or default o	n, the Loan.
(P) (ii) any	"Periodic Payment" means amounts under Section 3 of the	the regularly scheduled is Security Instrument.	amount due for (i)	principal	and interest und	er the Note, plus
1	"RESPA" means the Real ion, Regulation X (24 C.F.R. Fittion or regulation that governs ments and restrictions that are	art 3500), as they might	t be amended from the S	time to tii Security I	me, or any additi nstrument, "RES	PA" refers to all

Loan No: 123757666

.....

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT -THE COMPLIANCE SOURCE, INC.-Page 2 of 13

has assumed Borrower's obligations under the Note and/or this Security Instrument.

qualify as a "federally related mortgage loan" under RESPA.

MERS Modified Form 3005 01/01 14301CA 808/06 © 2000, The Compliance Source, Inc.

"Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 8-K

	CI	ID	D	U	N	T	D	E.	D	n	RT	r
١		11	K	P,	IN		K	E.	•	u	\mathbf{r}	

Pursuant to Section	13 or 15(d) of the
Securities Exchange	"이번 없는 말라면 그 "이 선택되었다면 하다 되었다" " " " " " " " " " " " " " " " " " "

Date of Report (Date of earliest Event Reported): September 28, 2006

IndyMac INDX Mortgage Loan Trust 2006-FLX1

(exact name of issuing entity)

Commission File Number of the issuing entity: 333-132042-38

IndyMac MBS, Inc.

(Exact name of the depositor as specified in its charter)

Commission File Number of the depositor: 333-132042

IndyMac Bank, F.S.B.

(Exact name of the sponsor as specified in its charter)

Delaware 95-4791925

(State or Other Jurisdiction of Incorporation) (I.R.S. Employer Identification No.)

155 North Lake Avenue Pasadena, California 91101

(Address of Principal (Zip Code) Executive Offices)

Registrant's telephone number, including area code: (800) 669-2300

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any following provisions (see General Instruction A.2. below):

] Written	communic	ations pursua	ant to Rule 425	under the	Securities .	Act (17	CFR 230.42	5)

Soliciting material pursuant to Rule 14a-12(b) under the Exchange Act

(17 CFR 240.14a-12(b))

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

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Exhibit 99.1

INDYMAC MBS, INC. Depositor

INDYMAC BANK, F.S.B. Seller and Servicer

DEUTSCHE BANK NATIONAL TRUST COMPANY Trustee

POOLING AND SERVICING AGREEMEN

Dated as of September 1, 2006

INDYMAC INDX MORTGAGE LOAN TRUST 2006-FLX1

MORTGAGE PASS-THROUGH CERTIFICATES Series 2006-FLX1

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 78365 Highway 111, #123, La Quinta, CA 92253 A true and correct copy of the foregoing document entitled (specify): MOTION TO REMOVE REAL PROPERTY AND MORTGAGE FROM CHAPTER 13 BANKRUPTCY TAUREEN WRIGHT will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below: TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 12/05/2025 , I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below: Benjamin Heston bhestonecf@gmail.com; benheston@recap.email; NexusBankruptcy@jubileebk.net Service information continued on attached page 2. SERVED BY UNITED STATES MAIL: On (date) 12/05/2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed. Service information continued on attached page 3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method _, I served for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed. Service information continued on attached page I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Man RBm William Baranowski 12/05/2025 Printed Name Date